

Rittenberg, Rhonda L.

From: Rittenberg, Rhonda L.
Sent: Friday, May 20, 2005 4:03 PM
To: 'Discepolo, Sara'; Rittenberg, Rhonda L.
Cc: 'Collins, Christine Smith'; Lewin, Joshua
Subject: RE: Steffenberg v. Gilman, et al: Stipulation of Dismissal/Aviva Life Insurance Company

Sara,

I find your position to be irrational and unreasonable. Nonetheless and in a final effort to resolve this matter, I am providing you with a description of the nature of the terms of the settlement agreement: The agreement is a standard general release and settlement agreement in which Mrs. Steffenberg generally releases Aviva Life from claims including those relating to the pending Steffenberg v. Gilman, et. al. litigation. There is a confidentiality provision as well as an acknowledgement that Mrs. Steffenberg has entered into the agreement voluntarily with the assistance of counsel. There is no assignment of rights or any other similar provision.

Your client has no legitimate basis to oppose the dismissal with prejudice of Aviva Life and we would ask that you withdraw your opposition to the Joint Motion to Dismiss Aviva Life with Prejudice.

Please advise at your earliest convenience.

Regards, Rhonda

-----Original Message-----

From: Discepolo, Sara [mailto:DiscepoloS@WEMED.com]
Sent: Wednesday, May 18, 2005 10:56 AM
To: Rittenberg, Rhonda L.
Cc: Collins, Christine Smith; Lewin, Joshua
Subject: RE: Steffenberg v. Gilman, et al: Stipulation of Dismissal/Aviva Life Insurance Company

Rhonda:

We do not agree to the confidentiality agreement but reiterate our request for a copy of the settlement agreement.

Sara Discepolo
Wilson, Elser, Moskowitz, Edelman & Dicker LLP
155 Federal Street
Boston, MA 02110
Tel (617) 422-5300
Fax (617) 423-6917
DiscepoloS@WEMED.com
www.WEMED.com

-----Original Message-----

From: Rittenberg, Rhonda L. [mailto:RLRittenberg@plgt.com]
Sent: Wednesday, May 18, 2005 10:17 AM
To: Discepolo, Sara
Cc: Collins, Christine Smith; Lewin, Joshua
Subject: RE: Steffenberg v. Gilman, et al: Stipulation of Dismissal/Aviva Life Insurance Company

Sara,

The settlement agreement between Mrs. Steffenberg and Aviva Life contains a confidentiality provision. If your client and your firm are amenable to executing the

attached Acknowledgement of Confidentiality, Mrs. Steffenberg and Aviva Life would be willing to provide you with a copy of the agreement.

Please advise at your earliest convenience as we intend to raise the Joint Motion to Dismiss with Prejudice with the Judge Saylor at next week's status conference.

Regards, Rhonda

-----Original Message-----

From: Discepolo, Sara [mailto:DiscepoloS@WEMED.com]
Sent: Thursday, May 12, 2005 7:59 PM
To: Rittenberg, Rhonda L.
Cc: Collins, Christine Smith
Subject: RE: Steffenberg v. Gilman, et al: Stipulation of Dismissal/Aviva Life Insurance Company

I'm going to assume from this exchange that you are declining to provide me a copy of the settlement agreement or any information concerning its terms.

If you will be providing a copy/info. just let me know your change of mind.

Thanks.

-----Original Message-----

From: Rittenberg, Rhonda L. [mailto:RLRittenberg@plgt.com]
Sent: Thursday, May 12, 2005 7:51 PM
To: Discepolo, Sara; Rittenberg, Rhonda L.
Cc: Collins, Christine Smith
Subject: RE: Steffenberg v. Gilman, et al: Stipulation of Dismissal/Aviva Life Insurance Company

Do you have any reason to believe that the parties entered into their settlement other than in good faith?

-----Original Message-----

From: Discepolo, Sara [mailto:DiscepoloS@WEMED.com]
Sent: Thursday, May 12, 2005 7:42 PM
To: Rittenberg, Rhonda L.
Cc: Collins, Christine Smith
Subject: RE: Steffenberg v. Gilman, et al: Stipulation of Dismissal/Aviva Life Insurance Company

I'm trying to discern whether the Plaintiff and Aviva entered into their settlement in good faith as alleged in your Joint Motion.

-----Original Message-----

From: Rittenberg, Rhonda L. [mailto:RLRittenberg@plgt.com]
Sent: Thursday, May 12, 2005 4:50 PM
To: Discepolo, Sara
Cc: Collins, Christine Smith
Subject: RE: Steffenberg v. Gilman, et al: Stipulation of Dismissal/Aviva Life Insurance Company

Sara,

On what basis do you believe you are entitled to a copy of the agreement?

Regards, Rhonda

-----Original Message-----

From: Discepolo, Sara [mailto:DiscepoloS@WEMED.com]
Sent: Thursday, May 12, 2005 2:24 PM
To: Collins, Christine Smith; Rittenberg, Rhonda L.
Subject: RE: Steffenberg v. Gilman, et al: Stipulation of Dismissal/Aviva Life Insurance Company

Company

Please provide me with a copy of the settlement agreement between the Plaintiff and Aviva.

Sara Discepolo
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-----Original Message-----

From: Collins, Christine Smith [mailto:CCOLLINS@bowditch.com]
Sent: Friday, April 29, 2005 4:00 PM
To: Discepolo, Sara
Cc: Rockas, George; 'Rittenberg, Rhonda L.'; Lewin, Joshua
Subject: RE: Steffenberg v. Gilman, et al: Stipulation of Dismissal/Aviva Life Insurance Company

Sara:

Frankly, I don't recall Judge Saylor (or you) articulating any legitimate reason for not allowing the dismissal of the other Aviva parties with prejudice at the hearing. Furthermore, even assuming the reasons were either articulated or legitimate, Scoll's rationale for preventing Aviva Life, which is the proper party to this action, to be dismissed out with prejudice at this juncture, in light of a settlement and in the absence of any crossclaims against Aviva Life by him is lost on me.

Christine

-----Original Message-----

From: Rittenberg, Rhonda L. [mailto:RLRittenberg@plgt.com]
Sent: Friday, April 29, 2005 3:36 PM
To: 'Discepolo, Sara'; 'Collins, Christine Smith'
Cc: 'Rockas, George'
Subject: RE: Steffenberg v. Gilman, et al: Stipulation of Dismissal/Aviva Life Insurance Company

Than you Sara. I'll speak with Christine. In the meantime, you can plan on us taking the matter up with the judge. Naturally, Aviva reserves all rights, including recovery of costs and attorney fees in having to bring this matter before the court in this manner.

Rhonda

-----Original Message-----

From: Discepolo, Sara [mailto:DiscepoloS@WEMED.com]
Sent: Fri Apr 29 15:24:03 2005
To: Rittenberg, Rhonda L.; Collins, Christine Smith
Cc: Rockas, George
Subject: RE: Steffenberg v. Gilman, et al: Stipulation of Dismissal/Aviva Life Insurance Company

Actually,

The Judge enlightened everyone about Scoll's right not to do so at the last hearing. Maybe Christine can fill you in.

Sara Discepolo

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-----Original Message-----

From: Rittenberg, Rhonda L. [mailto:RLRittenberg@plgt.com]
Sent: Friday, April 29, 2005 3:22 PM
To: Discepolo, Sara; 'Collins, Christine Smith'
Cc: Rockas, George
Subject: RE: Steffenberg v. Gilman, et al: Stipulation of Dismissal/Aviva Life Insurance Company

Sara,

Your client has no basis to refuse to sign a stipulation dismissing Aviva with prejudice. Please enlighten me.

Rhonda

-----Original Message-----

From: Discepolo, Sara [mailto:DiscepoloS@WEMED.com]
Sent: Fri Apr 29 15:06:30 2005
To: Collins, Christine Smith
Cc: RLRittenberg@plgt.com; Rockas, George
Subject: RE: Steffenberg v. Gilman, et al: Stipulation of Dismissal/Aviva Life Insurance Company

We will not be signing a stipulation of dismissal with prejudice. We would be willing to do so without prejudice.

Sara Discepolo
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-----Original Message-----

From: Collins, Christine Smith [mailto:CCOLLINS@bowditch.com]
Sent: Friday, April 29, 2005 3:02 PM
To: Discepolo, Sara
Cc: 'RLRittenberg@plgt.com'
Subject: Steffenberg v. Gilman, et al: Stipulation of Dismissal/Aviva Life Insurance Company

Sara:

Attached is the Stipulation of Dismissal as to Aviva Life Insurance Company of America in the above-mentioned matter. Please let me know whether you will be signing the Stipulation on behalf of Attorney Scoll. If not, we will be filing an assented-to motion asking the court to dismiss Aviva out with prejudice.

Thanks,
Christine

<<Stipulation of Dismissal -- Aviva Life (00535701).PDF>>

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Tracking:	Recipient	Delivery	Read
	'Discepolo, Sara'		
	Rittenberg, Rhonda L.	Delivered: 5/20/2005 4:03 PM	Read: 5/20/2005 4:03 PM
	'Collins, Christine Smith'		
	Lewin, Joshua	Delivered: 5/20/2005 4:03 PM	Read: 5/23/2005 9:38 AM
	'WILSON, CURT'		